

REMARKS

I. Status of the Claims

New claim 12 is added. Support for the new claim is found, for instance, on page 12, line 4 through page 17, line 2, of the application.

Claims 1-12 are pending and under consideration.

II. In the Specification

The specification is amended herein to fix several minor grammatical errors. No new matter is added.

III. Rejection of claims 1-11 under 35 U.S.C. § 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention

Claims 1-11 are amended herein to clarify the claimed subject matter. In light of the amendments, it is respectfully submitted that the rejection is overcome.

IV. Rejection of claims 1-11 under 35 U.S.C. § 102(e) as being anticipated by Carothers et al (US 2002/0069117)

Amended claim 1 recites requesting to purchase the commodity from a second marketplace having a mediation contract with the first marketplace, wherein the first marketplace guarantees to the second marketplace the credit of the purchaser via the attached credit guarantee, when the desired commodity is not found in the first marketplace or a desired condition for the purchase of the commodity is not met. Carothers fails to anticipate the present invention as recited, for example, in amended claim 1.

Carothers discloses systems and methods for conducting transactions within a peer-to-peer electronic marketplace. See page 1, paragraph [0001], of Carothers. Users are able to conduct transactions directly with each other on-line, without having to rely on a centralized system to facilitate the transaction. See page 1, paragraph [0009], of Carothers. The electronic marketplace includes member systems and at least one market administrator/system configured to allow users to conduct on-line transactions directly with one another in a secure environment.

See page 3, paragraph [0050], of Carothers. The market administrator controls membership and security for the particular market. See page 4, column [0060], of Carothers.

Mobile systems search each member system for transactional opportunities that can fulfill a purchasing user's proposal. See page 6, paragraph [0084], of Carothers. A member system or purchasing user is not forced to directly query each member system and can remain anonymous. See *Id.* A completed transaction can be communicated to the marketplace administrator, which could clear the transaction and update the database. See page 4, paragraph [0060], of Carothers.

Carothers fails to anticipate claim 1. In Carothers, the administrator only clears transactions and updates the database when a particular offer is accepted. See page 4, paragraph [0060], of Carothers. The Examiner states that Carothers discloses a "mediation step between users 22 and member 32 & 34", citing Fig. 1. However, Carothers does not teach or suggest requesting to purchase the commodity from a second marketplace having a mediation contract with the first marketplace, wherein the first marketplace guarantees to the second marketplace the credit of the purchaser via the attached credit guarantee, when the desired commodity is not found in the first marketplace or a desired condition for the purchase of the commodity is not met. Thus, Carothers fails to anticipate claim 1 under 35 U.S.C. § 102(e).

The above comments are specifically directed to claim 1. However, it is respectfully submitted that the comments would be helpful in understanding various differences of various other claims over the cited reference.

The Applicant also notes that while the Examiner stated that claims 1-11 are rejected under 35 U.S.C. § 102(e), the Examiner does not provide an explanation for the rejection of claims 9-11. In any case, in view of the arguments above with respect to claim 1, it is respectfully submitted that any rejection is overcome with respect to claims 9-11 as well.

In view of the above, it is respectfully submitted that the rejection is overcome.

V. Conclusion

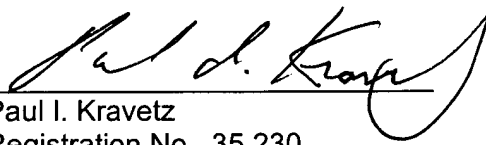
In view of the above, it is respectfully submitted that the application is in condition for allowance, and a Notice of Allowance is earnestly solicited.

If there are any additional fees associated with filing of this Amendment, please charge the same to our Deposit Account No. 19-3935.

Respectfully submitted,

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Date: March 14, 2007

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